

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

<b>1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT</b>			
a. Name District 1199J, NUHHCE, AFSCME, AFL-CIO		b. Union Representative to contact Arnold Shep Cohen, Atty 60 Park Place - 6th floor Newark, NJ 07102	
c. Address (Street, city, state, and ZIP code) 9-25 Alling Street, 3rd Floor Newark, NJ 07101		d. Tel. No. (973) 642-01561	e. Cell No.
		f. Fax No. (973) 802-1055	g. e-Mail asc@oxfeldcohen.com
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>8(b)(1) and 8(b)(3)</u> _____ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) During negotiations concluding on February 7, 2013, Local 1199J violated its duty to bargain in good faith under Section 8 (b)(3) of the National Labor Relations Act by actions more particularly stated in the attached Rider, including but not limited to refusing to meet and confer at reasonable times as requested for over 3 months, presenting an initial offer and then refusing to move off it in any way; refusing to consider proposals to enhance patient care and the patient experience at the hospital; and refusing to discuss, edit, amend or alter in any way prior language; bargaining to impasse on illegal dues check-off provisions (requiring employees' social security number) and unlawful union security clause requiring the firing of non-union members; refusing to either accept bonuses up to 5% per year for hospital based goals or offering a counter-proposal to that offer; refusing to disclose past practices but insisting they be included in the contract; deliberately deceiving the membership with a ballot wherein a "yes" was a vote against the contract and "no" was a vote for it, then rigging the vote and refusing to allow members to vote again when they implored the union to do so; and Violated 8(b)(1) c the Act by threatening and coercing its own members, including members of its own bargaining committee. SEE ATTACHED RIDER			
3. Name of Employer Jersey City Medical Center		4a. Tel. No. (201) 915-2000	b. Cell No.
		c. Fax No.	d. e-Mail mcataudella@libertyhcs.org
5. Location of plant involved (street, city, state and ZIP code) 355 Grant Street Jersey City, NJ 07034		6. Employer representative to contact Mary Cataudella VP of Human Resources	
7. Type of establishment (factory, mine, wholesaler, etc.) HOSPITAL	8. Identify principal product or service Excellent Patient Care	9. Number of workers employed 2000	
10. Full name of party filing charge Jersey City Medical Center		11a. Tel. No. (201) 915-2000	b. Cell No.
		c. Fax No. (201) 309-2751	d. e-Mail mcataudella@libertyt
11. Address of party filing charge (street, city, state and ZIP code.) 355 Grant Street, Jersey City, NJ 07034			
<p><b>12. DECLARATION</b></p> <p>I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.</p> <p>By <u>Brent W. Yessin</u> <u>Brent W. Yessin, Esq (Attorney)</u> (signature of representative or person making charge) (Print/type name and title or office, if any)</p> <p>One Tampa City Center, Suite 2880 Address <u>Tampa, FL 33602</u> (date) <u>3-25-13</u></p>		<p>Tel. No. (813) 248-1818</p> <p>Cell No.</p> <p>Fax No. (813) 258-1773</p> <p>e-Mail brentyessin@gmail.com</p>	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National

RIDER ATTACHED TO JERSEY CITY MEDICAL CENTER CHARGES, FORM 508  
VERSUS LOCAL 1199j

1. Local 1199j violated its Section 8(b)(3) duty to meet and confer at reasonable times in good faith in an attempt to reach an agreement. Due to the enormous changes in the healthcare industry as a result of the Affordable Care Act, the Hospital tried for 3 months to meet with the union and the union refused until November, which left inadequate time to bargain before the contract expired on December 31<sup>st</sup>.
2. When the union finally met with the Hospital it presented a list of demands from which it never moved in almost 3 month of negotiations. It proposed changes without ever proposing language to implement the changes, including new job titles, weekend schedules and bi-lingual translator differentials.
3. It refused to consider, edit, amend, or even discuss proposals by the Employer to update or modernize the contract. It bargained to impasse over an illegal and unenforceable dues check off clause (requiring the employer to provide it the social security number of its members) and union security clause (requiring maintenance of membership language it knew was unenforceable and over-broad.)
4. The union sent a negotiator who conceded she did not have the authority to negotiate the contract.
5. The union then refused to negotiate over items it has an obligation to bargain over, including effects bargaining, unless the hospital resumed negotiations after a good faith impasse was reached. The union failed to move on any article over which it had communicated an intransigent position (impasse) and yet refused to bargain on any issue unless the Employer resumed bargaining on areas of impasse. By so doing the union refused to bargain on mandatory subjects of bargaining unless the Employer conceded on permissive subjects of bargaining.
6. The Union through its agents harassed, threatened and coerced its own members in the workplace and at a union meeting on or about February 11<sup>th</sup> and 12<sup>th</sup> and on or about March 4<sup>th</sup>.
7. The union harassed, threatened and coerced a member of its bargaining committee who said they would not strike on or about March 4<sup>th</sup>.
8. The Union conducted a vote on employer's premises in which a "yes" vote was a vote against the contract and a "no" was a vote for the contract. The union through its agent Grisel Lopez then announced to the hospital in a cell phone conversation with HR VP Mary Cataudella that the vote had been

“unanimous” against ratification and for a strike, a fact which the union knew at that time not to be true. When challenged by its own members, the union refused to produce any evidence of the vote, or the vote count, and refused to conduct a re-vote despite petitioning by its own members to do so. This pattern of conduct evidences a clear intent to avoid reaching an agreement.

9. When the members tried to conduct their own vote and submit the results to the union, the union through its officers and agents, including Grisel Lopez, tried to stop them from voting, and threatened and coerced members who had the temerity to wanted their votes to be counted accurately.
10. A majority of members, and vast majority of those voting, voted to ratify the contract and accept a 2% lump sum bonus from the employer. The union was presented with the evidence of that vote but refused to accept it in contravention of its Section 301 Duty of Fair Representation of its members, but more particularly it's obligations under 8(d) and 8(b)(3) of the Act. The union has refused to sign what its members have authorized, in a written contract.
11. The union, through its agent Grisel Lopez, tried to negotiate provisions not discussed at the bargaining table, but mandatory subject of the bargaining, directly with the Dietary (Food Services) Director Bob Ashe, including topics such as the job titles, supervisors doing bargaining unit work and other topics that are mandatory subjects of bargaining. Those topics were not bargained as part of the negotiations, and no proposals were made by the union at the bargaining table. By so doing the union was trying to subvert the bargaining process and acting in bad faith.
12. The union, through its agent Grisel Lopez, has encouraged its members covered by a contract (nursing) and currently covered by a no strike clause to strike in support of members not covered by a contract at this time. In so doing, the union is encouraging members to breach the contract and compromise public safety. It has done so in furtherance of its strategy of bad faith bargaining, and refusal to sign an offer its members voted to accept. In so doing, it puts at risk its own members who would be conducting an illegal strike, putting their licenses at risk for the unlawful collective bargaining goals of a different bargaining unit.